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7 || Attorneys for Creditor ARB, INC.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
12 PG&E CORPORATION
13 and
14 PACIFIC GAS AND ELECTRIC
15 COMPANY
16 Debtors.

Case No. 19-30088 DM (Lead Case)
(Jointly Administered with Case No.
19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED
PERFECTION OF AMENDED
MECHANICS LIEN PURSUANT
TO 11 U.S.C. § 546(b)(2)**

[Kern County, Document No. 219163920]

- Affects PG&E Corporation
 - Affects Pacific Gas and Electric Company
 - Affects both Debtors.

* All papers shall be filed in the Lead Case No. 19-30088 DM.

23 ARB, Inc. ("ARB"), by and through its undersigned counsel, hereby gives notice of
24 continued perfection of its amended mechanics lien under 11 U.S.C. § 546(b)(2), as
25 follows:

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1 1. ARB is a corporation that has provided and delivered labor, services,
2 equipment, and materials for the construction and improvement of projects on real
3 property located in the County of Kern, State of California (the “Property”) and owned by
4 PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the “Debtors”).

5 2. Through January 29, 2019 (the “Petition Date”), the amount owing to ARB
6 was approximately \$175,432.00, exclusive of accruing interest and other charges. Before
7 the Petition Date, on January 25, 2019, ARB properly perfected its mechanics lien under
8 California Civil Code §§ 8400, *et seq.* by timely recording its Mechanics Lien (Claim of
9 Lien) in the amount of \$175,432.00 in the Official Records of Kern County, State of
10 California, as Document No. 219008685 (“Initial Mechanics Lien”).

11 3. After all appropriate credits and offsets, the amount owing to ARB through
12 August 28, 2019, is at least \$84,568.39, exclusive of accruing interest and other charges.
13 Accordingly, on August 28, 2019, ARB amended its lien claim amount and continued the
14 proper perfection of its mechanics lien under California Civil Code §§ 8400, *et seq.* by
15 timely recording its Amended Mechanics Lien (Claim of Lien) in the amount of
16 \$84,568.39 in the Official Records of Kern County, State of California, as Document No.
17 219110407 (“First Amended Mechanics Lien”).

18 4. On December 5, 2019, ARB further amended its lien claim by removing the
19 Property street address identified in the lien and replacing the Property description with
20 “Gas Distribution Regulator Station located at Gosford Road and Houghton Road,
21 Bakersfield, California,” and ARB continued the proper perfection of its mechanics lien
22 under California Civil Code §§ 8400, *et seq.* by timely recording its Amended Mechanics
23 Lien (Claim of Lien) in the amount of \$84,568.39 in the Official Records of Kern County,
24 State of California, as Document No. 219163920 (“Second Amended Mechanics Lien”), a
25 true copy of which is attached hereto as Exhibit A.

26 5. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
27 commenced within 90 days after recordation of the claim of lien. However, due to the
28 automatic stay set forth in 11 U.S.C. § 362, ARB is precluded from filing a state court

1 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable
2 law requires seizure of property or commencement of an action to perfect, maintain, or
3 continue the perfection of an interest in property, and the property has not been seized or
4 an action has not been commenced before the bankruptcy petition date, then the claimant
5 shall instead give notice of its intent to enforce the lien within the time fixed by law for
6 seizing the property or commencing an action. See 11 U.S.C. § 546(b)(2); see also In re
7 Baldwin Builders (Village Nurseries v. Gould), 232 B.R. 406, 410-411 (9th Cir. 1999);
8 Village Nurseries v. Greenbaum, 101 Cal.App.4th 26, 41 (Cal. Ct. App. 2002).

9 6. Accordingly, ARB previously provided notice of its rights and its intent to
10 enforce its rights as a perfected lienholder in the Property pursuant to California's
11 mechanics lien law. On February 22, 2019, ARB filed its Notice of Continued Perfection
12 of Mechanics Lien Pursuant to 11 U.S.C. § 546(b)(2) with respect to its Initial Mechanics
13 Lien [Dkt. No. 599] to preserve, perfect, maintain, and continue the perfection of its lien
14 and its rights in the Property to comply with the requirements of California state law,
15 11 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law ("Initial
16 Notice of Continued Perfection").

17 7. Due to the amendment of ARB's Initial Mechanics Lien, ARB provided
18 further notice of its rights and its continuing intent to enforce its rights as a perfected
19 lienholder in the Property by filing a Notice of Continued Perfection of Amended
20 Mechanics Lien Pursuant to 11 U.S.C. § 546(b)(2) with respect to its First Amended
21 Mechanics Lien [Dkt. No. 4098] to preserve, perfect, maintain, and continue the perfection
22 of its lien and its rights in the Property to comply with the requirements of California state
23 law, 11 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law ("First
24 Amended Notice of Continued Perfection").

25 8. Due to the further amendment of ARB's First Amended Mechanics Lien,
26 ARB hereby provides further notice of its rights and its continuing intent to enforce its
27 rights as a perfected lienholder in the Property pursuant to California's mechanics lien law.
28 ARB is filing this notice ("Second Amended Notice of Continued Perfection") to preserve,

1 perfect, maintain, and continue the perfection of its lien and its rights in the Property to
2 comply with the requirements of California state law, 11 U.S.C. §§ 362(a), 362(b)(3), and
3 546(b)(2), and any other applicable law. The Initial Notice of Continued Perfection, the
4 First Amended Notice of Continued Perfection, and this Second Amended Notice of
5 Continued Perfection constitute the legal equivalent of having recorded a mechanics lien in
6 the recorder's office for the county where the Property is located and then having
7 commenced an action to foreclose the lien in the proper court. By the Initial Notice of
8 Continued Perfection, the First Amended Notice of Continued Perfection, and this Second
9 Amended Notice of Continued Perfection, the Debtors and other parties in interest are
10 estopped from claiming that the lawsuit to enforce ARB's mechanics lien was not timely
11 commenced pursuant to applicable state law. ARB intends to enforce its lien rights to the
12 fullest extent permitted by applicable law. The interests perfected, maintained, or
13 continued by 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring,
14 rents, or profits of the Property.

15 9. The filing of the Initial Notice of Continued Perfection, the First Amended
16 Notice of Continued Perfection, and this Second Amended Notice of Continued Perfection
17 shall not be construed as an admission that such filing is required under the Bankruptcy
18 Code, California mechanics lien law, or any other applicable law. In addition, ARB does
19 not make any admission of fact or law, and ARB asserts that its lien is senior to and
20 effective against entities that may have acquired rights or interests in the Property
21 previously.

22 10. The filing of the Initial Notice of Continued Perfection, the First Amended
23 Notice of Continued Perfection, and this Second Amended Notice of Continued Perfection
24 shall not be deemed to be a waiver of ARB's right to seek relief from the automatic stay to
25 foreclose its mechanics lien and/or a waiver of any other rights or defenses.

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1 11. ARB reserves all rights, including the right to amend or supplement this
2 Second Amended Notice of Continued Perfection.

3 Dated: January 6, 2020

4 RUTAN & TUCKER, LLP
5 ROGER F. FRIEDMAN
6 PHILIP J. BLANCHARD
7 ASHLEY M. TEESDALE

8 By: /s/ Roger F. Friedman

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10 Roger F. Friedman
11 Attorneys for Creditor ARB, INC.
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EXHIBIT A

RECORDING REQUESTED BY AND MAIL TO:
(Name and mailing address, including city, state,
and ZIP code, of requesting party)

Roger F. Friedman (State Bar No. 186070)
RUTAN & TUCKER, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, California 92626
(714) 641-5100

Jon Lifquist, Assessor-Recorder
Kern County Official Records

SR
12/05/2019
02:12 PM

Recorded Electronically by:
608 Ticor Title Company

DOC #: 219163920



219163920

Stat Types:	1	Pages:	4
FEES	32.00	TAXES	.00
OTHER	75.00	PAID	107.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DOCUMENT TITLE

- ABSTRACT OF JUDGMENT
 ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
 OTHER (specify): AMENDED MECHANICS LIEN

AMENDED MECHANICS LIEN PREVIOUSLY RECORDED:

DATE: August 28, 2019
DOCUMENT NO.: 219110407
AMOUNT: \$84,568.39
PROPERTY: 12533 Gosford Road, Bakersfield, CA 93313 (removed)
Filed on the wrong location

RECORDING REQUESTED BY AND MAIL TO:
(Name and mailing address, including city, state,
and ZIP code, of requesting party)

Roger F. Friedman (State Bar No. 186070)
RUTAN & TUCKER, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, California 92626
(714) 641-5100

THIS DOCUMENT HAS BEEN
ELECTRONICALLY RECORDED
BY TICOR TITLE
IN THE OFFICIAL RECORDS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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AMENDED MECHANICS LIEN PREVIOUSLY RECORDED:

DATE: August 28, 2019
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AMOUNT: \$84,568.39
PROPERTY: 12533 Gosford Road, Bakersfield, CA 93313 (removed)
Filed on the wrong location

AMENDED MECHANICS LIEN
(CLAIM OF LIEN)

NOTICE IS HEREBY GIVEN: That, ARB, Inc., 26000 Commercentre Drive, Lake Forest, California 92630 ("Claimant") claims a lien for labor, service, equipment, and/or materials under Section 8400, et seq., of the Civil Code of the State of California, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate or interest therein. This Amended Mechanics Lien amends the Mechanics Lien recorded on January 25, 2019, as Doc. No. 219008685, and amended on August 28, 2019, as Doc. No. 219110407.

The labor, service, equipment and/or materials were furnished for the construction of those certain buildings, improvements, or structures now upon those certain parcels of land situated in the County of Kern, State of California, said land described as follows:

**Gas Distribution Regulator Station located at Gosford Road and
Houghton Road, Bakersfield, California**

The lien is claimed for the following kind of labor, services, equipment and/or materials: Construction and installation of Gas Distribution Regulator Station D-135 (2-444) with SCADA Type 1A/3, approximately 8 linear feet of 3-inch transmission pressure steel pipe, 35 linear feet of 4-inch transmission pressure steel pipe, 15 linear feet of 4-inch high pressure steel pipe, 6 linear feet of 8-inch high pressure steel pipe, 3 linear feet of 8-inch high pressure plastic pipe, and deactivate existing Gas Distribution Regulator Station D-135, 68 linear feet of ¾-inch transmission pressure steel pipe, 100 linear feet of 1¼-inch transmission pressure steel pipe, 20 linear feet of 2-inch transmission pressure steel pipe, and 32 linear feet of 4-inch high pressure plastic pipe.

The amount due after deducting all just credits and offsets: **\$84,568.39.**

The name of the person or company to whom claimant furnished labor, services, equipment or materials is: Pacific Gas and Electric Company, 77 Beale Street, 24th Floor, Mail Code B24W, San Francisco, California 94105.

The owner or reputed owner of said premises is: Pacific Gas and Electric Company, 77 Beale Street, 24th Floor, Mail Code B24W, San Francisco, California 94105.

**NOTICE OF AMENDED MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed AMENDED MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS CO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

Date: December 2, 2019

Claimant: ARB, Inc.

By: 
John Perisich
Executive Vice President

VERIFICATION

I, John Perisich, the undersigned, state that I am the Executive Vice President of ARB, Inc., the claimant named in the foregoing Amended Mechanics Lien. I have read said Amended Mechanics Lien and know the contents thereof, and I certify that the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 2, 2019

ARB, Inc.

By: 
John Perisich
Executive Vice President

SEE ATTACHED PROOF OF SERVICE AFFIDAVIT INCORPORATED HEREIN

PROOF OF SERVICE AFFIDAVIT
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange. I am over the age of eighteen years and not a party to the within Amended Mechanics Lien. My business address is 611 Anton Blvd., 14th Floor, Costa Mesa, California 92626.

On December 4, 2019, I served a copy of the enclosed **Amended Mechanics Lien and Notice of Amended Mechanics Lien** on the following person(s) by placing true copies thereof enclosed in sealed envelope(s) and/or package(s) addressed as follows:

Owner or Reputed Owner: Pacific Gas and Electric Company
77 Beale Street, 24th Floor
Mail Code B24W
San Francisco, California 94105

Pacific Gas and Electric Company
77 Beale Street, 32nd Floor
San Francisco, California 94105

- BY CERTIFIED MAIL and U.S. MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for Certified Mail and First Class U.S. Mail. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 4, 2019, at Costa Mesa, California.



Josette Cann
Josette Cann